

Madison County Council of Governments

739 Main Street Anderson, Indiana 46016 Tel. (765) 641-9482 Fax. (765) 641-9486 www.mccog.net

NARRATIVE INFORMATION SHEET MADISON COUNTY COUNCIL OF GOVERNMENTS FY2021 U.S. EPA BROWNFIELDS HAZARDOUS SUBSTANCES AND PETROLEUM COMMMUNITY-WIDE ASSESSMENT GRANT APPLICATION

1. <u>Applicant Identification</u>: Madison County Council of Governments

739 Main St., Anderson, Indiana 46016

2. <u>Funding Requested</u>: a. <u>Assessment Grant Type</u>: Community-Wide

b. Federal Funds Requested: (i) \$300,000 (includes both hazardous

substance and petroleum sites) (ii) Not applicable (N/A)

3. Location: Madison County, Indiana

4. Property information for site-specific proposals: N/A (for site specific proposals only)

5. Contacts: a. Project Director: Mr. Neil Stevenson, Senior Planner

Office – (765) 635-2010, Fax – (765) 641-9486

 $Email-\underline{neil@heartlandmpo.org}$

Madison County Council of Governments 739 Main St., Anderson, Indiana 46016

b. Chief Executive: Mr. Jerrold Bridges, Executive Director

Office - (765) 641-9482, Fax - (765) 641-9486

Email - jerry@heartlandmpo.org

Madison County Council of Governments 739 Main St., Anderson, Indiana 46016

- 6. <u>Population</u>: Madison County, Indiana 123,445 (United States Census Bureau American Community Survey 1-year Estimates 2019)
- 7. Other Factors Checklist: In addition to the items listed below in the other factors checklist, four (4) census tracts within Madison County are located within IRS Designated Opportunity Zones (page 1).

Other Factors	Page #
Community population is 10,000 or less.	NA
The applicant is, or will assist, a federally recognized Indian tribe or United	NA
States territory.	
The priority brownfield site(s) is impacted by mine-scarred land.	NA



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The priority site(s) is adjacent to a body of water (i.e., the border of the priority	1,2,3
site(s) is contiguous or partially contiguous with a body of water but for a street,	
road, or other public thoroughfare separating them).	
The priority site(s) is in a federally designated flood plain.	1,2,3
The reuse of the priority site(s) will facilitate renewable energy from wind, solar,	NA
or geothermal energy; or will incorporate energy efficiency measures.	
30% or more of the overall project budget will be spent on eligible reuse	NA
planning activities for priority brownfield site(s) within the target area.	

8. Letter from State or Tribal Environmental Authority: Attached

Thank you for consideration of this application. MCCOG looks forward to partnering with the EPA in order to further identify and assess brownfield sites throughout Madison County, which in turn reduces public safety hazards, stabilizes communities, increases property values, and increases local tax revenue once the sites are redeveloped.

Respectfully,

Jerrold L. Bridges, AICP Executive Director

Madison County Council of Governments

Attachment: Letter from the State Environmental Authority



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ATTACHMENT

AKNOWLEDGEMENT LETTER FROM STATE ENVIRONEMTNAL AUTHORITY (INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT)



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204 (800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb Governor Bruno L. Pigott

Commissioner

October 28, 2020

Mr. Jerrold Bridges, Executive Director Madison County Council of Governments 739 Main Street Anderson, Indiana 46016

Re: IDEM Acknowledgement Letter

U.S. EPA Brownfields Grant Proposal

Community-wide Assessment

Madison County Council of Governments

(MCCOG) Indiana

Dear Mr. Bridges:

This letter is provided in support of the Madison County Council of Governments (MCCOG) proposal to the U.S. Environmental Protection Agency (U.S. EPA) for Brownfields Community-wide Assessment Grant funding to benefit Madison County (including communities of Alexandria, Anderson, and Elwood). The Indiana Department of Environmental Management (IDEM) acknowledges that MCCOG is applying for \$300,000 to perform Phase I and Phase II environmental site assessments at sites identified during previous U.S. EPA-funded brownfield inventory activities and to develop cleanup plans for a number of sites whose redevelopment will be guided by the County's Comprehensive Plan goals, which were identified by residents during numerous outreach sessions and align with federal livability principles to promote smart growth, including enhanced regional connectivity among communities.

IDEM believes that MCCOG has demonstrated its commitment to redeveloping brownfields by MCCOG and its member communities -- with a long manufacturing history (e.g., former General Motors, former State Plating, former Plastech, former Guide Corp., former Delco-Remy) -- having taken advantage of financial and technical assistance offered by U.S. EPA (e.g., U.S. EPA grantees) and by the Indiana Brownfields Program (e.g., active Program participants with several significant sites). This assessment grant funding will help MCCOG continue its efforts to address brownfields within its member communities as it works to develop its own countywide brownfield program as a robust resource for a variety of public and private stakeholders. Should an opportunity arise for



IDEM Acknowledgement Letter U.S. EPA Brownfields Grant Proposal October 28, 2020 Page 2 of 2

MCCOG to need petroleum eligibility determinations or cleanup/closure or liability assistance at any of the sites investigated with this grant funding, IDEM realizes that MCCOG and its participating communities continue to commit to participating in the Indiana Brownfields Program and the IDEM Voluntary Remediation Program for technical oversight of grant-funded site activities as necessary as has been valuable in the past.

Based on the information submitted and experience, IDEM considers MCCOG an excellent candidate to receive U.S. EPA grant funding again to continue its brownfield redevelopment endeavors, which support Indiana's brownfield initiative. IDEM is pleased to assist and looks forward to continuing its partnership with MCCOG. For further assistance, please contact Michele Oertel of the Indiana Brownfields Program directly at (317) 234-0235 or at moertel@ifa.in.gov.

Sincerely,

Bruce A. Oertel, Chief Remediation Services Branch Office of Land Quality

BAO/mmo

cc: (via electronic transmission)

Neil Stevenson, MCCOG

Brad Gentry, IWM Consulting Group, LLC

NARRATIVE RANKING CRITERIA MADISON COUNTY COUNCIL OF GOVERNMENTS COMMUNITY-WIDE ASSESSMENT GRANT

IV.E.1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

IV.E.1a. Target Area and Brownfields – a.i. Background and Description of Target Area: Madison County (County) is located approximately 40 miles northeast of Indianapolis, Indiana. In the early 1900s the discovery of natural gas drew major manufacturing operations to the cities of Alexandria, Anderson, and Elwood within Madison County. These cities continued to prosper as the automotive industry, specifically General Motors (GM), located operations in Anderson. GM's economic impact peaked in the 1970s when over 27,000 workers were employed. Since this time manufacturing has declined dramatically in Madison County. In 2007, the last GM facility in the County closed. In May 2008, two major manufacturers in Elwood, Indiana, a city with a population of fewer than 9,000 people, closed within weeks of each other displacing 10% of Elwood's workforce. The elimination of tens of thousands of high paying jobs has had a devastating impact on the economy and has disproportionately affected urban areas and sensitive populations. The ripple effects caused by these job losses have limited resources available to local governments to address brownfields. An ongoing brownfield inventory has identified 61 hazardous substance and 76 petroleum brownfield sites throughout the County. Nearly all the identified sites are near lowincome households. In Anderson, many of these sites are located within census tracts with high minority populations. In 2018 a section of Anderson was designated as a Superfund Site because of the detection of chlorinated solvents in the city's drinking water wells. The exact source(s) of the contamination is unknown. The Madison County Council of Governments (MCCOG) will focus assessment efforts on urban areas with significant socio-economic challenges and/or sensitive populations. MCCOG will identify, prioritize, and assess brownfields and develop cleanup plans for sites that pose potential health hazards. MCCOG will also include sites with redevelopment potential as a means of improving the economic conditions in low-income areas throughout the target areas, including placing a special emphasis on potential projects located within the four (4) IRS Designated Opportunity Zones (OZ) located within the City of Anderson. The specific Target Areas include the city limits of Alexandria, Anderson, and Elwood although other communities within Madison County will have sites assessed if eligible properties are identified.

a.ii. Description of Priority Brownfield Site(s): City of Alexandria -McClead's Automotive: This is a former gas station and bulk petroleum distribution site located in Alexandria's downtown. This property is located adjacent to residential properties and within a floodplain. Former John Manville Site: This is a vacant 40-acre former industrial site. There are known hazardous substance and petroleum concerns at this site. The buildings have been demolished, but the concrete slab remains. City of Anderson – Riverbend Park Site: There are 3 sites of concern within this larger site; a former industrial dry-cleaner, a former bulk petroleum distribution facility, and a former manufacturing operation. There are known chlorinated solvent concerns in this area. The industrial sites are located adjacent to a city park and a low-income neighborhood. The site is also located within the White River floodplain and within 0.4 miles of an OZ. This site is part of a comprehensive plan to address brownfield sites along the White River. Other sites along the river include a former city dump, a municipal transfer station, and former manufacturing operations. Former Anaconda Wire Site: This is a former electrical wire manufacturing facility that operated for approximately 40 years and closed in the 1970s. Since that time the building has been used for a wide range of industrial operations. The property is located adjacent to residences in a low-income area and is within 0.25 miles of an OZ. Red's Cleaners: This is a former retail dry cleaner that recently closed. The dry cleaner operated for approximately 50 years. The site is

located adjacent to low-income residences and within approximately 2 blocks of an OZ. Guarantee Cleaners: This is a former retail dry cleaner that closed in the 1990s. The dry cleaner operated for approximately 50 years. The site is located adjacent to a large former industrial complex the City of Anderson has been working to redevelop. Also, this property is located within an OZ. City of Elwood - Former Central Siding Site: This site operated as a machine shop and is located within 350 hundred feet of a municipal drinking water supply well. The site has been assessed utilizing U.S. EPA grants and high concentrations of chlorinated solvents have been found in the soil and groundwater. The Indiana Brownfield Program granted funds toward the cleanup of the source area, but a significant investigation is still needed to determine the off-site extent of soil, groundwater, and vapor contamination. Since the site is known to have high concentrations of chlorinated solvents, it is a high priority site given the proximity to the municipal well field. Former American Sheet & Tin Plate Co. Site: From the late 1800s until the early 1950s this site was a complex of factories that produced various iron products. Given the type of industrial activities that occurred, there may be contaminants present that could cause vapor intrusion concerns. Former Dry Cleaners and Gas Stations Within Target Areas - Historically (1940s-1990s), many dry-cleaning and gas station operations were located throughout the County, and city directory searches indicate the presence of approximately 40 dry cleaners and 150 former gas stations. Recent investigations of dry cleaners have revealed significant vapor intrusion concerns at some of these sites. Many of these Former Dry Cleaner and Gas Station Sites are in or in close proximity to 1 of the 4 census tracts in Anderson that have been designated as an OZ. IV.E.1.b. Revitalization of Target Area - b.i. Reuse Strategy and Alignment with Revitalization Plans: MCCOG issued the Final Draft version of the Madison County Comprehensive Plan (Forward Madison County 2035 Comprehensive Plan [FMCCP]) on April 9, 2020, which outlines policies, strategies, priorities, and goals that will help achieve and foster the County's forecasted future growth. The final draft of the CP was created after receiving input from various stakeholders beginning in December 2018 and the input was received during/from 57 public meetings and seminars, 9 pop-up engagements, and 20 different focus groups. One of the primary objectives identified in the CP (Objective 5 of the Strengthening Economic Prosperity goal) is to form a 501(c)(3) land bank to facilitate redeveloping dilapidated commercial and industrial properties. The purpose of the land bank is to identify and acquire vacant or abandoned

Assessment grant is integral to achieving these goals.

b.ii. Outcomes and Benefits of Reuse Strategy: - Per the FMCCP, vacant, abandoned, and tax-delinquent properties create public safety hazards, destabilize communities, decrease property values, and drain local tax dollars. These properties are a perpetual burden on the County's resources and are often sold to out of state interests that fail to repair or improve the parcels' conditions. Properly identifying these sites, creating a land bank to acquire/secure these sites, and thoroughly assessing and cleaning up (through separate funding sources) these sites reduce public safety hazards, stabilize communities, increase property values, and increase local tax revenue once the sites are redeveloped. A brief overview of the priority sites is provided below and it should be noted that all of the sites located in Anderson are either within or adjacent (within 0.4 miles) to an IRS designated OZ, thus implementing activities that result in reuse of these properties will spur economic growth within the OZ through investments and increased tax base, plus provide additional services and employment opportunities for local residents. The identification, assessment, and reuse of all of these properties located throughout Madison County are also

commercial and/or industrial properties in order to facilitate redevelopment. Repurposing and reusing existing former commercial/industrial properties help prevent urban sprawl and is consistent with another CP objective (Objective 2 of the Managing Growth goal), which prioritizes infill development of properties. Securing and implementing a Community Wide U.S. EPA

consistent with the CP. McClead's Automotive, Red's Cleaners, and Guarantee Cleaners represent both downtown and neighborhood sites. Successful cleanup of these sites will create locations for small new retail/commercial businesses, which oftentimes can reuse the existing structures and utilities after making cosmetic changes to the structure itself. These revitalization projects help create neighborhood identity, a sense of community, and provide needed services (retail, food, supplies, and repair) to residents. The Former John Manville Site and the Former Anaconda Wire Site represent industrial redevelopment opportunities. These sites are suitable for large, new, industrial users and it is likely that the majority of the existing utility infrastructures can be reused during the redevelopment activities. Redevelopment of both sites will result in capital investments estimated to be between \$30 to \$70 million and will create hundreds of new jobs. These projects will increase the property tax base infusing new money into the local economy. Madison County has a long history of successfully redeveloping former manufacturing sites. Past U.S. EPA Brownfield Grants have directly contributed to these types of successful outcomes. The Riverbend Park Site and the Former American Sheet & Tin Plate Co. Site represent long-term projects with the goal of reinventing communities. The goal of the *Riverbend* **Park Site** is to expand the existing park and interconnect to new and existing park facilities along the White River. Assessment of the *Riverbend Park Site* will achieve multiple goals. Assessment of a site that may be impacting the health of nearby low-income residents or adversely impacting natural resources (White River and associated floodplain) through storm water runoff flowing across areas that most likely have significant surface soil impacts. The assessment activities will also facilitate acquisition of the site, which is a prime location targeted for expansion of the city parks and greenspace. Revitalization of the White River corridor is a long-term goal for the County, as reflected by Anderson's decision to invest \$3 million into parks located along the White River and the designation of a Riverfront Development District to spur redevelopment. The longterm goal for the Former American Sheet & Tin Plate Co. Site is to develop a mix of businesses and housing and interconnect via new trails to Elwood's downtown area. Additional vacant or underutilized Former Dry Cleaners and Gas Stations act as a disincentive for investors to redevelop sites. The grant will also target former dry cleaners and gas stations within or in close proximity to OZs, have redevelopment potential, or which have a high probability of having contamination based upon public records. Once the environmental uncertainty has been addressed, MCCOG can provide entrepreneurs with usable buildings.

IV.E.1.c. Strategy for Leveraging Resources – c.i. Resources Needed for Site Reuse: Since receiving U.S. EPA Community Wide Assessment Grants in 2014 and 2017, MCCOG has used grant funds to spur major redevelopment projects. The results of assessments have been used to inform local leadership, secure cleanup funds, and provide comfort to investors. Over the past 10 years, the Indiana Brownfield Program has provided over \$4.1 million (Indiana Brownfield Program) to the Target Areas. All the key community members (Alexandria, Elwood, and Anderson) have used local sources such as Tax Increment Finance (TIF) funds and Economic Development Income Taxes (EDIT) to assess and redevelop brownfields. Local leaders have stated their commitment to using local resources to investigate, remediate, and redevelop brownfield sites. Additionally, communities with MCCOG have successfully used historic comprehensive general liability insurance to pay for remediation activities and funding from the 2017 Community-Wide Assessment Grant was used to secure historical insurance coverage for a newly discovered release at a Brownfield site (former dry cleaner) located in Elwood. The City of Anderson recently undertook a major redevelopment project of a former GM site. Utilizing a unique tax credit program, TIF funds, and a U.S. Economic Development Administration grant the city was able to invest approximately \$17 million dollars to develop new infrastructure and build an advanced innovation center. EPA grant funds were the first resource invested in this project. Numerous other

Brownfield sites assessed using 2014 and 2017 U.S. EPA grant funding were also repurposed while utilizing the existing utility and building structures. MCCOG and its community members will continue to aggressively pursue all available funds from partner organizations such as U.S. EPA, HUD, DOT, EDA, and relevant state agencies.

c.ii. <u>Use of Existing Infrastructure</u>: MCCOG and its community members will take all reasonable steps to utilize existing infrastructure. When existing buildings and parking areas are reused essentially all infrastructure will be reused. In cases where existing foundations are used, subgrade infrastructure such as utility lines will be reused. When foundations are removed, MCCOG and its community members have agreed to crush and reuse concrete, asphalt, and brick materials when possible. By economically incentivizing the redevelopment of brownfields in areas with existing infrastructure, MCCOG and its community members will limit expenditures on utility extensions, reduce the use of construction materials, reduce air emissions from construction, and reduce urban sprawl. This approach is consistent with the goals and objectives in the Promoting Environmental Stewardship section of the FMCCP, which also encourages the incorporation of LEED and SITES guidelines into future building construction.

IV.E.2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

IV.E.2a. Community Need – a.i. The Community's Need for Funding: Although the County's economy is improving, the County remains in a difficult financial situation. Madison County has never recovered from the loss of 27,000 GM jobs and tens of thousands of jobs dependent on the wages of GM employees. The decrease in population and property values has placed a strain on the budgets of local governments. The population of Anderson has decreased by approximately 8% from 2000 to 2015. The recession that started in 2007 placed additional pressure on County tax revenues. Between 2008 and 2012, property tax revenue decreased by over 20% (2012) Madison County Property Tax Report). Slow recovery further exacerbates the problem. Between 2005 and 2010, sales tax revenues decreased by 17.3% in the County. Decreased property and sales tax collections have never rebounded to prerecession levels. Because operational budgets including fire, police, and waste management must be met, the County has been forced to direct funding away from redevelopment. Consistent with most communities throughout the US, the COVID-19 pandemic has further decreased local tax revenues by an estimated \$3.5 - \$5.1 million in 2020 (Herald Bulletin, 2020), with lower than average revenues expected to continue in 2021. Madison County's overall poverty rates are greater than the state and national averages and families with minors also have a poverty rate of approximately 23% higher than the state average. Anderson's Median Household Income (MHI) is 33.5% less than the State of Indiana MHI (\$52,182 compared to \$34,693) (2013-2017 American FactFinder). Madison County ranks 83rd out of 92 counties for MHI (STATS Indiana, In Depth Profile, Madison County, Indiana 2017). Additionally, in 2018 a large section of north Anderson was designated as a Superfund Site because of repeated detections of chlorinated solvents in the city's drinking water wells. The city is investing millions of dollars to address this issue by developing a new wellfield. Without this EPA Assessment Grant, the County will not be able to support resolving brownfield challenges.

a.ii. Threats to Sensitive Populations: According to data from the Brownfield Grant Writer's Toolbox (https://brownfield.cberdata.org/) & US Census Bureau, Madison County contains a higher-than-average number of vulnerable individuals based upon the fact the documented percentages of individuals in poverty, over 60 years old, and living with disabilities are significantly higher when compared to state-wide statistics. Two of the OZ census tracts (1800950000500 & 180950001700) also have a high minority population (34.8% and 49.1%,

respectively). Infants within Madison County also experience a higher than average infant death rate (see below).

Table 1 – Sensitive Population Summary								
Factor	Madison County	Indiana						
Below Poverty	16.7%	14.4%						
Below Poverty (minors)	25.2%	20.4%						
With a Disability	17.3%	13.3%						
Over 60	22.8%	19.7%						
Infant Death Rate per 1,000 live births	9.7	7.1						

a.ii.1 Health or Welfare of Sensitive Populations: The known and potential contaminants of concern (petroleum, chlorinated volatile organic compounds, PCBs, asbestos, and heavy metals) present at County brownfield sites can potentially have adverse health effects depending on the contaminant concentration and exposure levels/routes of entry. Potential categories of adverse health effects include respiratory, dermal, kidney and liver, cardiovascular, cancer, reproduction (including fetal organ development and low birth weight), birth defects, immune system, neurological system, bone marrow formation, and the renal system. These health effects can be even more detrimental when experienced by elderly populations or individuals with existing disabilities. Additionally, sensitive populations in the County include economically depressed individuals and families and these populations continue to bear a disproportionate impact of brownfields in Madison County. Historically inexpensive housing was constructed near large manufacturing facilities. As the factories closed, this caused the value of homes near manufacturing sites to decrease and now most homes located near former factories are rental properties. These homes are primarily occupied by families living below the poverty level. In Anderson, many of these homes are occupied by minority populations. Many of the occupants of these homes tend to be single mothers or young families with children.

a.ii.2 Greater Than Normal Incidence of Disease and Adverse Health Conditions According to statistics from the Indiana State Department of Health, Madison County experiences higher than average health conditions for numerous ailments when compared to the rest of the State of Indiana:

Table 2 – Disease/Health Condition Summary									
Disease/Health Condition	Madison County	Indiana							
Cancer	487	462							
Deaths from Kidney Disease	21	18							
Asthma ER Visits	58	39							
Asthma ER Visits (Children)	70	50							
Heart Disease Hospitalizations	111	93							
Low Birth Weight	9.2%	8.1%							
Infant Death Rate per 1,000 live births	9.7	7.1							

Exposure to contaminants from brownfields through various pathways may be contributing to decreased health for people living near brownfields in Madison County. This assessment grant is the necessary first step in identifying, cleaning up, and mitigating potential exposure pathways for County residents. This assessment grant will lead to remediation of site contaminants, which will naturally result in a reduction of adverse health effects which may stem from those contaminants (e.g. reduced kidney and heart disease incidents, cancer, low birth rates, asthma, etc.).

a.ii.3 <u>Disproportionately Impacted Populations</u>: As noted above, the residents of Madison County exhibit a higher than average sensitive population, which is further compounded by the low

economic status of the residents. Assessing and subsequently cleaning up and reusing brownfield sites throughout the County will eliminate threats of contaminant exposure, thus resulting in a healthier community, and increase job opportunities for residents.

IV.E.2.b. Community Engagement – b.i. Project Partners, b.ii. Project Partner Roles

Partner Name	Point of Contact	Specific role in the project
Anderson Community	Kevin Sulc, President	Assist with the identification of
Development Corporation	kevin.sulc@mail.house.gov	sites. May take ownership of
(ACDC) – ACDC is a local	(765) 617-1422	sites to facilitate assessment and
organization focused on blight		redevelopment.
elimination in Anderson.		
Madison County Chamber of	Clayton Whitson, President	The MCC will use their
Commerce (MCC) - MCC is	clayton@getlinkedmadison.com	extensive network of contacts
a County-wide chamber of	(765) 642-0264	within the business community
commerce that seeks to further		to assist in educating businesses
the interest of local business,		about brownfields, the grant, and
while economically advancing		potential brownfield
the County.		redevelopment properties.
Madison County Health	Stephanie Grimes, Administrator	The MCHD will assist in
Department (MCHD) –	sgrimes@madisoncounty.in.gov	educating the community
MCHD serves the public	(765) 641-9523	regarding brownfield sites and
health needs of citizens and		assist in identifying potential
businesses of Madison County		sites that pose an immediate risk
		to human health and the
		environment based upon their
		observations and documented
		site visits/complaints.
Madison County	Robert Sparks, Executive Dir.	The MCCED will educate local
Corporation for Economic	robsparks@cedanderson.com	real estate brokers, developers,
Development (MCCED) -	(765) 642-1860	and bankers about the steps
MCCED is a County-wide		necessary to redevelop
economic development		brownfields and the availability
organization.		of grant funds. The MCCED will
		also market brownfields to
		businesses and developers.

Additional Project Partners: Elected officials and staff from Alexandria, Anderson, and Elwood have all committed to promoting brownfield revitalization efforts. Local units of government will assist with outreach, identification of sites, and provide financial incentives for brownfield projects. These partners have been integral to the success of past U.S. EPA Grants awarded to MCCOG.

b.iii. <u>Incorporating Community Input:</u> Madison County recently finished the FMCCP and conducted public workshops, educational seminars, focus groups, and developed and distributed community needs surveys. MCCOG will build on this type of approach for community involvement with this grant project. Following notice of an Assessment Grant award, MCCOG will announce the award to the community through a press release to the local newspapers, and by posting a notice on MCCOG's website and Facebook. MCCOG will send notices to the Madison County Chamber of Commerce so they can provide the information to local businesses. MCCOG will establish a Facebook page specifically for the grant, which will allow the community to interact with MCCOG during the project. MCCOG will include instructions on how to reach these social media platforms in the initial press release. MCCOG will also make written materials available in Spanish. MCCOG anticipates conducting a grant kickoff meeting in Anderson once

the work plan has been approved to explain the purpose of the grant and to discuss the type of assessment activities that can be completed. MCCOG will also explain the site eligibility requirements, solicit feedback from the community, and document potential sites the community consider to be brownfields and/or are believed to be impacting health and welfare in the County. These sites will be added to the inventory of brownfield sites. Announcements regarding the grant will also be made during other well-attended public meetings, such as city council meetings in Alexandria and Elwood. Additional public and smaller stakeholder meetings will be scheduled based on community interest. MCCOG project team representatives will also attend city meetings and/or community organization meetings to discuss the project and/or specific site assessments. The status of the assessment grant project, including a summary of the number of Phase I/II ESAs and cleanup plans completed, will be posted on MCCOG's website. If health threats are identified, written notices will be sent to impacted citizens, and IDEM will be contacted. When cleanup and/or redevelopment planning is initiated, more intensive involvement activities, including explanations of plans and rationales and solicitation of comments and feedback on those plans, may need to be implemented. During the COVID-19 pandemic, public meetings will continue to be held online through Teams, Zoom, or a similar virtual meeting application, based on guidance and recommendation from the State of Indiana and the CDC encouraging the observance of social distancing measures. In-person meetings may be permitted given the following safety protocols are followed: each person in attendance must wear a mask covering their nose and mouth; there must be adequate space in the meeting area for every attendee to maintain a six-foot separation from other attendees; all attendees should sanitize their hands upon entering the meeting room/building and shall refrain from sharing items such as pens and clipboards.

IV.E.3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

IV.E.3.a. Description of Tasks/Activities and Outputs

Task 1 – Programmatic & Outreach

- i. Project Implementation: MCCOG will lead the day to day coordination of grant activities, including procuring contractual services (i.e. QEC) and performance reporting. The MCCOG will issue an RFQ and retain a QEC in compliance with applicable federal procurement regulations. MCCOG will also complete all required reporting and final project closeout documentation per Cooperative Agreement terms. The MCCOG will lead community outreach efforts, develop an outreach plan, and update the County GIS page. MCCOG will also attend two National Brownfields conferences. QEC to assist with outreach and reporting activities.
- **ii. Anticipated Project Schedule:** RFQ issued by end of the first quarter of the grant term. Required reporting will be completed throughout the grant period. Final grant closeout documentation will be submitted at the end of the grant period. Outreach activities will begin by the end of the first quarter and will be conducted throughout the grant period.
- iii. Task/Activity Lead: MCCOG (lead), QEC (assist as needed)
- **iv. Output(s):** Quarterly reports (12), grant closeout documentation, conduct up to 3 public and 9 stakeholder meetings, and development of marketing materials to promote area brownfields. Continually updating and maintaining social media pages and County GIS system as the project progresses, attend 2 National Brownfield Conferences.

Task 2 – Site Inventory

i. Project Implementation: MCCOG will lead and work with the QEC to update/maintain the existing inventory of brownfield sites. A site prioritization system based on:1) sites where available information indicates an imminent threat to public welfare or the environmental exists, 2) high opportunity brownfields that will help the County achieve its brownfield revitalization

and CP goals, and 3) brownfields that are identified as high community priorities, will be used to prioritize sites. MCCOG has a working Site Inventory that was developed as part of FY2104 and FY2017 EPA Assessment Grants, which will be used as a basis for ongoing activities.

ii. Anticipated Project Schedule: Inventorying activities will be ongoing throughout the grant period as new sites are discovered.

iii. Task/Activity Lead: MCCOG (lead) coordinating with QEC

iv. Output(s): Continually updated brownfield inventory.

Task 3 – Site Assessment

- i. Project Implementation: MCCOG will oversee but will utilize a QEC to complete these activities. Priority sites, as well as additional sites identified during the grant period, will be evaluated through performance of Phase I and/or Phase II Environmental Site Assessments (ESAs), conducted in accordance with All Appropriate Inquiry (ASTM Standard E1527-13) and other ASTM standards/practices. Site access agreements have been secured for some of the priority sites and the QEC will secure site access agreements for additional sites. Phase I ESAs will be initiated upon eligibility approval from the EPA for hazardous substance sites or the Indiana Brownfield Program for petroleum sites. A Quality Assurance Project Plan (QAPP), Sampling and Analysis Plan (SAP), and Health and Safety Plan (HASP) will be generated prior to initiating the Phase II ESA fieldwork. The QAPP will be updated annually (2 updates) and SAPs/HASPs will be generated for each site requiring Phase II ESA work. ACRES will be updated throughout the grant period as sites are identified and assessed.
- **ii. Anticipated Project Schedule:** Phase I ESAs beginning by the end of the 2nd quarter of the grant period and Phase II ESAs beginning the third quarter of the grant period. Assessments will continue throughout the 3-year grant period beginning with priority sites and continuing with other sites identified throughout the grant period. The initial QAPP will be submitted by the end of the 2nd quarter of the grant period (then updates annually) and Eligibility Requests/SAPs/HASPs will be generated on an as-needed basis as sites are identified.

iii. Task/Activity Lead: MCCOG (lead) and QEC (performing)

iv. Output(s): 1 QAPP (plus 2 annual updates), 8 Phase I & 7 Phase II ESAs, Eligibility Requests, securing signed access agreements, updating ACRES Property Profiles

Task 4 – Cleanup/Reuse Planning

- i. Project Implementation: In coordination with MCCOG the QEC will conduct cleanup/redevelopment planning. Activities may include feasibility of brownfield cleanup/redevelopment alternatives, evaluation of needed institutional/engineering controls, and preparation of Remediation Work Plans (RWPs). Cleanup planning will be conducted at priority sites following completion of assessment activities. Insurance archeology activities may also be completed if it appears that insurance policies might be available for fund cleanup.
- **ii. Anticipated Project Schedule:** First cleanup plan generated as early as the 5th quarter of the grant period. Subsequent plans will be prepared as sites are identified that warrant remediation.

iii. Task/Activity Lead: MCCOG (lead) and QEC (performing)

iv. Output(s): 4 cleanup and reuse plans, insurance archeology (if warranted)

Nonresponsive – confidential business information



IV.E.4.a. Programmatic Capability – a.i. Organizational Structure, a.ii. Description of Key Staff: MCCOG has considerable experience managing EPA brownfield grants and will build on this success with additional funding. The project will be led by Mr. Jerrold Bridges, MCCOG Executive Director. Mr. Bridges has led MCCOG for the last 30 years and is experienced in all aspects of community planning, grant procurement and management. Day to day grant operations and coordination with the QEC will be managed by Mr. Neil Stevenson, MCCOG Principal Planner, who has over 11 years of experience in grant management, community planning and brownfield development. Mr. Stevenson is a Certified Planner through the American Institute of

Certified Planners (AICP) and successfully managed and coordinated the last U.S. EPA grant awarded to MCCOG. To complete the project, MCCOG will require a QEC, who will be selected in compliance with state and federal procurement requirements. The selected QEC will be experience with the EPA and Indiana Brownfields Program, has the capacity to complete the project in 3 years, and has a proven track record of success with EPA Brownfields assessment projects.

a.iii. Acquiring Additional Resources: MCCOG will retain a QEC to assist in the technical Assessment Grant activities and conduct environmental assessment tasks. MCCOG has a procurement process in place and has managed the procurement of contractors for multiple state and federal grant projects, including U.S. EPA Assessment Grants. The process complies with federal procurement regulations and includes guidance to attract and utilize minority and womenowned businesses. Within one month of securing the grant Cooperative Agreement, MCCOG will prepare an RFQ, will direct and oversee the procurement process, and will select a QEC within 3 months of award. The selected consultant(s) will have managed U.S. EPA Assessment Grant projects and be familiar with all programmatic requirements.

IV.E.4.b. Past Performance and Accomplishments

b.i. Currently Has or Previously Received an EPA Brownfields Grant, (1) Accomplishments Two EPA Brownfield grants have been secured by MCCOG. Accomplishments are listed below:

- BF00E01385 Community Wide Hazardous Substances and Petroleum Assessment Grant (FY2014) 10/1/2014 through 9/30/2017, \$400,000 (\$200,000 Hazardous, \$200,000 Petroleum) Successfully updated and expanded the County wide brownfield inventory and engaged public regarding brownfield issues. 11 Phase I ESAs were completed (6 Petroleum, 5 Hazardous) and 17 Phase II ESAs completed (8 petroleum, 9 hazardous). This exceeded the number of assessments estimated to be completed in the Grant Workplan. EPA Grant funds were used to perform assessments, which allowed the development of the Purdue University Applied Engineering Facility and Italpollina's U.S. Headquarters to proceed. The investment to date is approximately \$30 million dollars.
- BF00E02300 Community Wide Hazardous Substances and Petroleum Assessment Grant (FY2017) 09/01/2017 through 02/28/2021, \$300,000 (\$200,000 Hazardous, \$100,000 Petroleum) MCCOG and QEC have continued to update and expand the brownfield inventory. Currently, 61 hazardous substance and 76 petroleum sites have been identified. A total of 4 Phase I ESAs and 16 Phase II ESAs have been performed and only \$9,143 remains in the budget, which will be expended on final reporting, outreach, and grant close out activities. Approximately \$1.5 million dollars in clean up grants has been secured from the Indiana Brownfield Program for remediation of sites initially investigated using funds from this grant and insurance archeology secured funding for one dry cleaner site.

(2) Compliance with Grant Requirements

MCCOG developed Work Plans and successfully negotiated Cooperative Agreements (CAs) with the U.S. EPA. MCCOG complied with the Work Plans and their associated schedules, terms, and conditions. MCCOG submitted and received approval for project Quality Assurance Project Plans (QAPPs) and associated updates, complied with quarterly reporting and annual financial status reporting requirements, and submitted to the U.S. EPA, via the ACRES database, the site information and assessment data for each grant. A 6-month extension for completion of the FY2017 grant was required due to the fact that the COVID pandemic caused the last assessment project to be delayed since numerous potential real estate transactions were cancelled due to the economic uncertainty.

COMMUNITY-WIDE ASSESSMENT GRANT PROPOSAL LIST OF ATTACHMENTS

- A. THRESHOLD CRITERIA
- **B. DOCUMENTATION OF APPLICANT ELIGIBILITY**
- C. GRANT FUNDS EXPENDITURE DOCUMENTATION

ATTACHMENT A

THRESHOLD CRITERIA

THRESHOLD CRITERIA FOR ASSESSMENT GRANTS – FY 2021 COMMUNITY-WIDE ASSESSMENT GRANT PROPOSAL

III. B. Threshold Criteria for Assessment Grants

III.B.1. Applicant Eligibility

The applicant is the *Madison County Council of Governments* (MCCOG). MCCOG is a Regional Council of General-Purpose Units of Local Government. Documentation of MCCOG's eligibility is attached (Documentation of Applicant Eligibility).

III.B.2. Community Involvement

Following notice of an Assessment Grant award, MCCOG will announce the award to the community through a press release to the local newspapers, and by posting a notice on MCCOG's website and Facebook. MCCOG will advertise on local radio stations to reach the maximum amount of community members and those without internet service and send notices to the Madison County Chamber of Commerce so they can provide the information to local businesses. MCCOG will establish a Facebook page specifically for the grant, which will allow the community to interact with MCCOG during the project. MCCOG will include instructions on how to reach these social media platforms in the initial press release. MCCOG will also make written materials available in Spanish. MCCOG anticipates on conducting a grant kickoff meeting in Anderson once the work plan has been approved to explain the purpose of the grant and to discuss the type of assessment activities that can be completed. MCCOG will also explain the site eligibility requirements, solicit feedback from the community, and document potential sites the community consider to be brownfields and/or are believed to be impacting health and welfare in the county. These sites will be added to the inventory of brownfield sites. Announcements regarding the grant will also be made during other well-attended public meetings, such as city council meetings in Alexandria and Elwood. Additional public and smaller stakeholder meetings will be scheduled based on community interest. MCCOG project team representatives will also attend city meetings and/or community organization meetings to discuss the project and/or specific site assessments.

During the COVID-19 pandemic, public meetings will continue to be held online through Teams, Zoom, or a similar virtual meeting application with open availability to all interested parties. Online, virtual meetings, will be held into the foreseeable future, based on guidance and recommendation from the State of Indiana and the CDC encouraging the observance of social distancing measures. In-person meetings may be permitted given the following safety protocols are followed: each person in attendance must wear a mask covering their nose and mouth; there must be adequate space in the meeting area for every attendee to maintain a six-foot separation from other attendees; all attendees should sanitize their hands upon entering the meeting room/building and shall refrain from sharing items such as pens and clipboards.

<u>Communicating Progress</u>: The status of the assessment grant project, including a summary of the number of Phase I/II ESAs and cleanup plans completed will be posted on MCCOG's website. If health threats are identified, written notices will be sent to impacted citizens, and IDEM will be contacted. When cleanup and/or redevelopment planning is initiated, more intensive involvement activities, including explanations of plans and rationales and solicitation of comments and feedback on those plans, may need to be implemented.

THRESHOLD CRITERIA FOR ASSESSMENT GRANTS – FY 2021 COMMUNITY-WIDE ASSESSMENT GRANT PROPOSAL

III.B.3. Expenditure of Assessment Grant Funds

Documentation that payment has been received from EPA for more than 70% of the EPA grant: **BF00E02300 Community Wide Hazardous Substances and Petroleum Assessment Grant** (FY2017) — 09/01/2017 through 02/28/2021 — \$300,000 (\$200,000 Hazardous, \$100,000 Petroleum) is attached (Grant Funds Expenditure Documentation). Please note that a 6-month extension was granted to close out this grant due to COVID-19 health and economic related issues, which caused several potential real estate transactions to be postponed or cancelled. As of October 1, 2020, the available grant balance is only ~\$9,000 (97% grant already expended).

ATTACHMENT B

DOCUMENTATION OF APPLICANT ELIGIBILITY

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AGREEMENT

MADISON COUNTY COUNCIL OF GOVERNMENTS

THIS AGREEMENT is entered into under the authority of the Interlocal Cooperation Act (Acts of 1957, Chapter 118, Section 1 through 7, being Burns Indiana Statutes Annotated, Section 53-1101 through 53-1107), by and between the City of Anderson, Indiana; the City of Alexandria, Indiana; the City of Elwood, Indiana; and the County of Madison, Indiana.

whereas, the parties to this Agreement, units of local government within the Madison County Area, bear a common responsibility and share a common desire to co-ordinate the activities of their respective governmental units in order to handle efficiently and effectively numerous problems resulting from rapid growth and change within the Urban Area (when used in this Agreement, "Urban Area" shall mean Standard Metropolitan Statistical Area as described by The Bureau of the Census as including the City of Anderson, the City of Alexandria, the City of Elwood and the County of Madison), and to promote orderly development within the Urban Area; the said units of local government do hereby join together in an agreement of voluntary cooperation and, for that purpose, they do establish a Council of Governments, and do make these covenants:

NOW, THEREFORE, it is agreed as follows:

I. NATURE OF THE AGREEMENT

This Agreement is intended to promote the co-ordination of functions and programs between two or more units of local government through formal and informal arrangements which are voluntary and jointly operated, but within existing political structures. All members, units of local government within the Madison County Area, enter into this Agreement within the framework of the following principle:

A recognition of the sovereign status of all Member

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units, and that nothing contained in this Agreement shall authorize the Council to intervene in matters which are essentially within the local jurisdiction of any Member unit, unless such affected Member Unit shall raise the matter or otherwise consent to its consideration, or unless the matter affects another Member Unit; (provided, however, that after a comprehensive plan for the Urban Area, as described herein, is duly adopted in accordance with the provisions of Section II of this Agreement, such comprehensive plan will take precedence over the plans of Member Units which conflict with the comprehensive plan). It is the purpose of this Agreement to recognize that the parties hereto are co-ordinating in good faith to develop a comprehensive plan for their guidance.

II. PURPOSE OF THE AGREEMENT

- 1. To carry on a continuing comprehensive planning program
 for the entire Urban Area which will supplement, co-ordinate
 but takes priority over the plans of Member Units; provided, however, that the primary function of this Council
 shall be to co-ordinate the planning efforts of all Member
 Units rather than to replace such planning efforts;
 - 2. To study such governmental problems common to two or more members as is deemed appropriate, including but not limited matters affecting health, safety, welfare, education, economic conditions, and regional development;
 - 3. To promote cooperative arrangements and co-ordinate action among members:
 - 4. To make recommendations for review and action to the members and other public agencies which perform functions within the region affecting the entire area;
 - 5. To serve as a clearinghouse for the benefit of the members

and other interested parties, of information concerning common problems, and concerning Federal, State and local services available to assist in the solution of these problems;

6. To provide liaison between and among members and other public agencies located in the region in the preparation, review and maintenance of a Comprehensive Development Plan for the region.

III. FUNCTIONS AND POWERS

- the purposes set out in this Agreement as well as to have all powers incidental thereto, including activities related to all the developmental aspects of the total Urban Area which shall include, but which shall not be limited to the following: land use, transportation, housing, economic development, community facilities, and the general improvement of living environments.
- 2. The Council may discuss any questions or any matters within the scope of its stated purposes, and make recommendations for action to the governmental units involved in any such questions or matters.
- 3. Members and non-members, governmental units and quasigovernmental agencies or citizens of the Madison County
 Area may bring matters involving inter-governmental
 cooperation to the attention of the Council for discussion and possible recommendation.
- 4. The Council may request any governmental unit or agency, Federal, State or local, to act upon its recommendations if such is deemed to be in the interests of the Council and/or its Member Units.
- 5. The Council may promote agreements between members or non-member governmental units as is deemed appropriate to further inter-governmental cooperation.

- 6. The Council may initiate and/or request studies deemed necessary to further understanding of any matters or problems under consideration by the Council.
- 7. The Council shall encourage contributions of research assistance from private research organizations, civic foundations, institutions of higher learning and other organizations.
- 8. The Council shall establish an operating budget to meet expenses of approved programs, subject to authorization by the appropriating bodies of the respective governmental agencies represented herein. The Council shall have the power to hire and/or to fire an Executive Director as well as a staff of employees as deemed necessary by the Council in order to meet the work load of the Council. All such expenditures, if any, shall be authorized by each Member Government Unit, and shall be borne by the Member Units in proportionate shares as determined by the Council. The formula to be used at the outset and until altered by action of the Council shall be as follows:

Member	% of Expenditure
City of Anderson	40%
City of Alexandria	7%
City of Elwood	. 13%
County of Madison	40%

- 9. The Council may establish or designate any such committees or advisory groups it deems necessary to assist the carrying out of its purposes and functions.
 - (a) The Council shall authorize and define the powers and duties of all committees and advisory groups so established. The Council shall designate the membership of such committees or advisory groups and shall provide for the selection of a chairman for each of these groups and other personnel deemed necessary.

- (b) Recommendations and other actions of committees or advisory groups established under this Section are not binding on the Council unless adopted by the Council.
- 10. The Council shall appoint an Executive Director and other staff positions to carry out administrative and technical functions under the direction of the Council.
- 11. The Council shall keep accurate minutes of its proceeding:
 and shall make no less than annual reports concerning
 its activities to Member Units and other interested part
- to receive gifts or grants, to receive funds, and to expend funds received from the United States of America, the State of Indiana, its departments, agencies, or instrumentalities; or from any governmental unit whether participating in the Council or not, or from private sources, in addition to all other powers necessary or incidental to carry out the purposes of this agreement.
- of both real and personal property of any nature whatsoever. Ownership of real property shall be in the following name and title: "THE MADISON COUNTY COUNCIL OF
 GOVERNMENTS." The persons authorized to sign deeds,
 contracts to sell, or documents of any nature conveying or concerning real estate shall be the following:
 the Chairman and Secretary of the Madison County Council
 of Governments.

IV. MEMBERSHIP

- 1. The Council shall be composed initially of eleven voting members. The majority of the voting members shall be elected officials of participating units of local government within the Madison County Area.
- 2. The Units and their representatives, and the additional

membership shall be, but is not limited to the following:

City of Anderson

- Mayor 1)
- 2) Plan Commission Representative
- 3) Board of Public Works Representative
- 4) President or member, Common Council

Madison County

- 1) Board of Commissioners Representative
- 2) Plan Commission Representative
- 3) President or member, County Council
- 4) County Surveyor

City of Elwood

- 1) Mayor
- President or member, City Council 2)

City of Alexandria

1) Mayor

Others Directly Affiliated -- Non-Voting Members

- Division Engineer, Bureau of Public Roads
- Member, Indiana State Highway Commission
- Planning Engineer, Indiana State Highway Commission Representative of the Town of Pendleton 3)
- 4)
- Representative of the Town of Orestes 5)
- Representative of the Town of Summitville 6)
- 7) Representative of the Town of Lapel
- Representative of the Town of Frankton Representative of the Town of Markleville 8)
- 9)
- Representative of the Town of Chesterfield 10)
- 11) Representative of the Town of Edgewood

٧. VOTING

- Each voting Member of the Council of Governments shall have one vote as indicated above, including Chairman.
- Decisions of the Council shall be made by an affirmative majority of those voting Members present.
- Decisions of the Council which involve specific recommendations for agreement for cooperative endeavors between two or more participating Member Government Unit shall require an affirmative vote of those participating Units' members, as well as an affirmative vote as provided in Section V 2.

VI. PROCEDURE

The Council shall meet in such special sessions as may be deemed necessary and at regular sessions when neces sary or advisable. A quorum shall consist of not less

- than one-half of the voting Members.
- 2. The Council shall elect from its voting Membership a Chairman, and such other officers as it deems necessary, all to serve for a period of one year from the date of their election.
- ordinating board of which the council shall serve as the Administrative Committee and may create such committees as a Technical Working Committee composed of technical representative of each of the agencies repres on the Administrative Committee, and such other agencie as may provide technical assistance or technical data, and an Advisory Committee consisting of such representatives as those of other governing bodies, public and private commissions and agencies, or the Council may otherwise organize itself as is deemed appropriate.
- 4. Notice of meetings, regular or special, together with the agenda, shall be furnished to all voting Members not less than seven days prior to any such meeting.

 Notice may be waived.
- The Council may adopt further rules and procedures as it deems necessary.

VII. AMENDMENTS

Amendments to this Agreement, except as to its membership, shall be made effective by an affirmative vote of not less than three-fourths of the voting Members. Any amendment to this Agreement, including an amendment as to Membership, shall be submitted in writing to each voting Member at least fifteen (15) days prior to the meeting at which such amendment is to be voted upon. No amendments may be made to eliminate the voluntary nature of this agreement.

VIII. RATIFICATION

This Agreement shall become effective upon approval

by the governing bodies of the participating member units of local government, and upon the signing of this document by their chief executive officers.

IX. DURATION OF THE AGREEMENT

- 1. This Agreement must be ratified, affirmed and adopted by ordinance of each of the Member Government Units, filed with the Secretary of State of Indiana, and filed for record with the Recorder of Madison County, Indiana. It shall continue in force until properly terminated under the terms of this Agreement. In case of dissolution or partial withdrawal by a member Government Unit, the non-federal matching contribution to any federal grant will be firm, the projects will be completed, and the required reporting and accounting will be met.
- 2. This Agreement may be terminated insofar as any individual Member Government Unit is concerned by a resolution passed by a majority vote of the voting representatives of that Member Government Unit. A termination notice shall be given by such Member Government Unit during the first calendar month of the year; and the termination shall become effective on the 31st day of December of the year in which notice was given.
- 3. This Agreement shall be perpetual until such time as the elected officials, who represent the Member Government Units, fail to represent 90% or more of the population of the urban area described herein.
- 4. In the event of the partial termination of this Agreement by one Member Government Unit, such Member Government Unit shall not be entitled to any of the property
 owned by the Council at the time of such termination.

 Upon receipt of a termination notice by a Member Government Unit, such notice being the second termination notice
 given, the Council shall immediately proceed to sell all

property, both real and personal, owned by the Council, such sale to be held according to law. Upon completion of the sale, the proceeds shall be distributed to the Member Government Units in proportion to their percentage contributions as set out in Section III, 8 hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures hereon to be affixed this 15t/day of 1969, 1968.

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APPROVED AS TO LEGALITY AND FORM

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John J. Dillon

Deputy Attorney General

Mayor

Plan-Commission Representative

Board of Public Works Representative

President or Member, Common Council

MADISON COUNTY

Board of Commissioners Representative

Plan Commission Representative

President or Member, County Council

County Surveyor

CITY OF ELWOOD

Engent of Member, City Council

CITY OF ALEXANDRIA

PREPARED BY JACK SCOTT, ASST. CITY ATTORNEY

Division Engineer, Bureau of Public Roads

Member, Indiana State Highway Commission

OTHERS DIRECTLY AFFILIATED -- NON-VOTING MEMI

Planning Engineer, Indiana State Highway Commission

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AMENDMENT TO MADISON COUNTY COUNCIL OF GOVERNMENTS AGREEMENT

AN AMENDMENT TO AMEND SECTION III OF THE MADISON COUNTY COUNCIL OF GOVERNMENTS AGREEMENT.

WHEREAS, certain changes to the Madison County Council of Governments Agreement are desirable;

WHEREAS, the proposed amendment to this agreement has been submitted in writing to each voting member at least fifteen (15) days prior to the consideration of said amendment as required; and

WHEREAS, more than three-fourths (3/4) of the voting members approved said amendment,

THEREFORE, BE IT AGREED by the Madison County Council of Governments that the following amendment be made to Section III of the Madison County Council of Governments Agreement:

SECTION I - That Section III of the Madison County Council of Governments Agreement be amended by adding the following functions and powers:

- 14. The Council shall have the power to develop and evaluate policies, plans and programs to ameliorate the transportation, housing and recreation deficiencies of low income and minority groups within the Planning Area.
- 15. The Council shall have the power to serve in a review capacity to see that HUD assisted development projects are consistent with metropolitan-wide plans and programs.

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CITY OF ANDERSON

Plan Commission Representative

Maker of Public Works Representative

Board of Public Works Representative

President or Member, Common Council

MADISON COUNTY

Board of Commissioners Representative

Plan Commission Representative

President or Member, County Council

County Surveyor

CITY OF ELWOOD

Eugene a Smith

Alaned Meller President or Member, City Council

CITY OF ALEXANDRIA

MITVOR

AN AMENDMENT TO AMEND SECTION III OF THE MADISON COUNTY COUNCIL OF GOVERNMENTS AGREEMENT.

WHEREAS, certain changes to the Madison County Council of Governments Agreement are desirable;

WHEREAS, the proposed amendment to this agreement has been submitted in writing to each voting member and the requirement of submission of this proposed amendment to the voting members has been waived by a three-fourths (3/4) majority; and

WHEREAS, as demonstrated by the voting member's signature below, three-fourths (3/4) of the voting members approved said amendment,

THEREFORE, BE IT AGREED by the Madison County Council of Governments that the following amendment be made to Section III of the Madison County Council of Governments Agreement:

<u>SECTION I</u> -- That Section III of the Madison County Council of Governments

Agreement be amended by adding the following functions and powers:

16. The Council shall have the power to rehabilitate housing owned and occupied by very low- and low-income rural persons. The Council of Governments has the power to provide eligible homcowners with financial assistance through loans, grants, interest reduction payment, or other comparable financial assistance for necessary repairs and rehabilitation. The Council shall have the power to apply for, contract in, and execute on its own behalf, as a co-applicant with any governmental units it represents, or on behalf of represented governmental units any federal, state, local, private-sector, or non-profit programs designed to utilize funding for purposes including but not limited to transportation, housing, environmental concerns, and/or economic development. The Council shall have the power to participate or represent its governmental units in any district or regional activities designed for such programs, including but not limited to those sponsored by EPA, EDA, FHWA, FmHA, HUD, Soil and Water, UMTA, and USDA.

IN WITNESS WHEREOF, the parties have caused this amendment to the executed and their signature hereon to be affixed this $\frac{28^{\pm h}}{2}$ day of June, 1991.

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AN AMENDMENT TO AMEND THE PREAMBLE, THE AGREEMENT, AND ALL RELEVANT SECTIONS OF THE MADISON COUNTY COUNCIL OF GOVERNMENTS AGREEMENT

WHEREAS, certain changes to the Madison County Council of Governments Agreement are desirable;

WHEREAS, the proposed amendment to this agreement has been submitted in writing to each voting member, and the requirement of submission of this proposed amendment to the voting members has been waived by a three-fourths (3/4) majority; and

WHEREAS, as demonstrated by the signatures below of the voting members, threefourths (3/4) of the voting members approved said amendment,

THEREFORE, BE IT AGREED by the Madison County Council of Governments that the following amendment be made to the Agreement, Preamble, and all relevant sections of the Madison County Council of Governments Agreement:

PREAMBLE and AGREEMENT — That the Preamble, and the Agreement, of the Madison County Council of Governments and all amendments to the agreement be amended further by adding where appropriate the Town of Pendleton, Indiana, as a voting member of the Madison County Council of Governments. The Town of Pendleton shall be entitled to all the rights and privileges of membership to the Madison County Council of Governments, except whereas limited by agreement between the existing membership and the town; such limitations are contained in Resolution 93-07 as approved by the Town Council of Pendleton. As a requirement of membership, the Town of Pendleton shall provide \$3,700 in dues annually. All other stipulations and requirements for membership shall be consistent with those specified in the original agreement and all amendments.

<u>SECTION IV.</u> – That Section IV of the Madison County Council of Governments

Agreement be amended by adding the following:

- The Council shall be composed of twelve voting members.
- 2. The Units and their representatives, and the additional membership shall be, but is not limited to the following:

City of Anderson

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Mayor

2) Plan Commission Representative

3) Board of Public Works Representative SEP 16 2 25 PM '93

4) President or member, Common Council

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AN AMENDMENT TO AMEND THE PREAMBLE, THE AGREEMENT, AND ALL RELEVANT SECTIONS OF THE MADISON COUNTY COUNCIL OF GOVERNMENTS AGREEMENT

Madison County

- 1) Board of Commissioners Representative
- 2) Plan Commission Representative
- 3) President or member, County Council
- 4) County Surveyor

City of Elwood

- 1) Mayor
- 2) President or member, City Council

City of Alexandria

1) Mayor

Town of Pendleton

1) President or member, Town Council

IN WITNESS WHEREOF, the parties have caused this amendment to be executed and their signatures hereon to be affixed this $\underline{9^{th}}$ day of July, 1993.

AN AMENDMENT TO AMEND THE PREAMBLE, THE AGREEMENT, AND ALL RELEVANT SECTIONS OF THE MADISON COUNTY COUNCIL OF GOVERNMENTS AGREEMENT

	Planning Commission Representative Mayor Planning Commission Representative Board of Public Works Representative President or Member, Common Council
22 22	MADISON COUNTY Representative Mark Methods Planning Commission Representative President or Member, County Council Patrick Manship County Surveyor
	CITY OF ELWOOD Leving Reforms Mayor Read Landner President or Member, City Council
	CITY OF ALEXANDRIA

Notarized by:

Laura Sylvester

My commission expires: 9-26-1994

ATTACHMENT C

GRANT FUNDS EXPENDITURE DOCUMENTATION



Compass Document: GO BF00E02300 10/21/2020 02:50:19 Welcome

Document Summary: General Ledger Entries

Doc Type: GO

Doc No: BF00E02300

Vendor Code: 351174875A V **IGMS Grant No:** 00E02300-2

IGMS Budget Start Date: 09/01/2017 IGMS Budget End Date: 02/28/2021 IGMS Project Start Date: 09/01/2017 IGMS Project End Date: 02/28/2021

Order Date: 09/11/17

Closed Date:

Servicing Finance Office: LVFC Order Amount: \$300,000.00 Net Paid Amount: \$290,856.94 Closed Amount: \$290,856.94 Available Amount: \$9,143.06

Vendor: MADISON COUNTY COUNCIL OF GOVERNMENTS

Vendor Legal Name: MADISON COUNTY COUNCIL OF GOVERNMENTS

Alternate Vendor: Description:

Extended Description:

GPAS FFR Status: 09/12/2017-Grant entered into GPAS by RTPFC

Document Details: Expand

Document Details.											
	Line#	Line Amt	Expended Amt	Closed Amt	Refunded Amt	Available Amt	BFY	Fund	Org	Program	Proj
	<u>1</u>	\$200,000.00	\$193,020.34	\$193,020.34	\$0.00	\$6,979.66	2017	E4	05F6AG7	301D79	G5N
	2	\$100,000.00	\$97,836.60	\$97,836.60	\$0.00	\$2,163.40	2017	E4	05F6AG7	301D79XBP	G5N

Document Activity:

Date	Ref Amount	Related Document	Direction	Date	Ref Amount	Related	Document	Date	Ref Amount	Related
09/18/2020	\$12,136.95	DT 20AS1249701	Forward							
05/14/2020	\$654.00	DT 20AS1230374	Forward							
01/31/2020	\$25,596.03	DT 20AS1213942	Forward							
09/16/2019	\$2,719.50	DT 19AS1191368	Forward							
08/23/2019	\$15,154.30	DT 19AS1187752	Forward							
07/19/2019	\$38,472.40	DT 19AS1181742	Forward							
05/28/2019	\$43,465.40	DT 19AS1173059	Forward							
04/30/2019	\$4,900.75	DT 19AS1168337	Forward							
02/28/2019	\$1,337.50	DT 19AS1158518	Forward							
01/18/2019	\$2,357.00	DT 19AS1151777	Forward							
12/11/2018	\$1,374.00	DT 19AS1145259	Forward							
12/03/2018	\$1,010.00	DT 19AS1143896	Forward							
10/09/2018	\$57,295.37	DT 19AS1134900	Forward							
08/17/2018	\$80,489.08	DT 18AS1126506	Forward							
04/09/2018	\$3,894.66	DT 18AS1104512	Forward							

09/12/2017 \$300,000.00 <u>RQ 1705STX083</u>	Back			

<u>Warehouse Homepage</u>
<u>EPA@Work Home</u> | <u>EPA Internet</u>
https://ocfootsprod1.epa.gov/ords/neis/ifms_doc.resolve This web page was last updated on $10/\overline{20}/2020$.

For issues, please contact: The OCFO System Help Desk - ocfo-system-help@epa.gov or (202)564-6236 (OCFO)

FY 2021 EPA Brownfields Grant Application Madison County Council of Governments

Areas Affected by Project (Cities, Counties, States, etc.)

State: Indiana

County: Madison County

Cities: Anderson, Elwood, Alexandria

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for I	Federal Assista	nce SF	-424								
* 1. Type of Submissi Preapplication Application Changed/Corre	⊠ Ne	ee of Application: ew ontinuation evision		f Revision, select appropriate letter(s): Other (Specify):							
* 3. Date Received:		4. Appli	cant Identifier:								
5a. Federal Entity Ide	entifier:				5b. Federal Award Identifier:						
State Use Only:											
6. Date Received by	State:		7. State Application	Ide	entifier:						
8. APPLICANT INFO	DRMATION:		L								
* a. Legal Name: M	adison County	Counci	l of Government	ts							
* b. Employer/Taxpay	ver Identification Nur	mber (EIN	I/TIN):	- 1 -	* c. Organizational DUNS: 6024331330000						
d. Address:											
* Street1: Street2:	739 Main Stre	et									
* City:	Anderson										
County/Parish: * State:	IN: Indiana										
Province:											
* Country:	USA: UNITED S	TATES									
* Zip / Postal Code:	46016-1515										
e. Organizational U	nit:										
Department Name:					Division Name:						
	t information of p	erson to			ters involving this application:	_					
Prefix: Mr.			* First Nam	e:	Neil						
Middle Name: * Last Name:						٦					
Suffix:	venson					J					
Title: Principal	Planner										
Organizational Affiliat											
Madison County	Council of Go	vernme	nts								
* Telephone Number	765-641-9482	?			Fax Number: 765-641-9486						
* Email: neil@hea	artlandmpo.org										

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
E: Regional Organization
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Environmental Protection Agency
11. Catalog of Federal Domestic Assistance Number:
66.818
CFDA Title:
Brownfields Assessment and Cleanup Cooperative Agreements
* 12. Funding Opportunity Number:
EPA-OLEM-OBLR-20-06
* Title:
FY21 GUIDELINES FOR BROWNFIELD ASSESSMENT GRANTS
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
1234-FY_2021_EPA_Assessment_Grant_MCCOG_Are Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
MADISON COUNTY COUNCIL OF GOVERNMENTS FY2021 U.S. EPA BROWNFIELDS HAZARDOUS SUBSTANCES AND PETROLEUM
COMMMUNITY-WIDE ASSESSMENT GRANT APPLICATION
Attach supporting documents as specified in agency instructions.
Add Attachments Delete Attachments View Attachments

Application for Federal Assistance SF-424			
16. Congressional Districts Of:			
* a. Applicant IN 5 * b. Program/Project IN 5			
Attach an additional list of Program/Project Congressional Districts if needed.			
		Add Attachment Delete Attachment View Attachment	
17. Proposed Project:			
* a. Start Date: 10/01/2021			
18. Estimated Funding (\$):			
* a. Federal	300,000.00		
* b. Applicant	0.00		
* c. State	0.00		
* d. Local	0.00		
* e. Other	0.00		
* f. Program Inc			
* g. TOTAL	300,000.00		
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372.			
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment			
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.			
subject me to	ny resulting terms if I accept an award. I am criminal, civil, or administrative penalties. (I entifications and assurances, or an internet site	ny knowledge. I also provide the required assurances** and agree to aware that any false, fictitious, or fraudulent statements or claims may U.S. Code, Title 218, Section 1001)	
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